

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 10247 Filed 1425

December 27, 1979

DEC 31 1979 - 2 40 PM

BERNARD J. ALLEN
DIANE KOHLER-RAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

File No. : A-10829

INTERSTATE COMMERCE COMMISSION 9-365A042

Interstate Commerce Commission

Washington, DC 20423

Attention: Ms. Agatha Mergenovich, Secretary

Dear Ms. Mergenovich:

Pursuant to Section 11303 (a), (formerly Section 20c), of the Interstate Commerce Act, as amended, attached for recordation are counterparts of Lease Supplement No. 13 dated as of December 27, 1979, to Lease dated as of February 22, 1979, and assigned Recordation No. 10247.

DEC 31 1979
Date
Fee \$ 10.00

ICE Washington, D.C.

The names and addresses of the parties to the transaction are as follows:

1. First Maryland Leasecorp.
25 South Charles Street
Baltimore, MD 21203, Lessor.
2. Chicago and North Western Transportation Company
400 West Madison Street
Chicago, IL 60606

Enclosed is a check for \$10.00 to cover your recording fee. Please keep one counterpart and return the others showing your recordation data.

Very truly yours,

Diane Kohler-Rausch
Diane Kohler-Rausch
Assistant Secretary

DKR/pr

Enclosures

cc: Michael T. Pyles, VP
First Maryland Leasecorp.
Baltimore, MD 21203
W. D. Anderson
R. D. Smith
G. M. Hollander
R. F. Guenther, Attn: J. James*
D. E. Stockham, Attn: G. Ogurek*

Leslie J. Polt
Weinbert & Green
10 Light St., 19th Floor
Baltimore, MD 21203
Arthur Anderson & Company
Attn: G. Holdren*
Rich Bolgioni*

RECEIVED
DEC 31 2 35 PM '79
FEE OPERATION R.

*with copy of Supplement

LEASE SUPPLEMENT NO. 13

RECORDATION NO. 10247 Filed 1979

DEC 31 1979 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT is dated December 27, 1979, by and between FIRST MARYLAND LEASECORP, as lessor (herein called "Lessor"), and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, as lessee (herein called "Lessee"):

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into a certain Equipment Lease Agreement dated as of February 22, 1979 (herein called the "Lease", the terms defined in the Lease being used herein with the same meanings), which Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof, for the purposes of identifying the specific Units of Equipment subject to the Lease and of leasing the same under and in accordance with the terms of the Lease as and when such Units are delivered by Lessor to Lessee in accordance with the terms hereof.

WHEREAS, the Lease relates to the specific Units of Equipment described herein.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Lessor hereby delivers the Units of Equipment described in Schedule 1 attached hereto, and Lessee hereby accepts said Units of Equipment from Lessor under the Lease, under the following terms and conditions:

1. Term: Commencing upon Delivery and Acceptance of the Units of Equipment on December 31, 1979 and expiring September 30, 1989.
2. First Basic Rent Payment Date: December 30, 1979
3. Rent payable on December 30, March 30, June 30 and September 30, all payable in arrears.
4. Interim Rent: .02639% of Lessor's Cost multiplied by the number of days from and including the Settlement Date to and including, and due and payable on, the First Basic Rent Payment Date.
5. Settlement Date: December 31, 1979
6. Amount of Basic Rent payable on each Basic Rent Payment Date - 3.3174% of Lessor's Cost (the "Basic Lease Rate Factor"), plus applicable sales or use taxes, except as provided in paragraph 4.
7. Lessor or Lessee Options: Section 6(b) and 6(c) of Lease.
8. Stipulated Loss Value: As set forth in attached Schedule 2.

9. Delivery Date: See attached Schedule 1.
10. Basic Lease Term Commencement Date: September 30, 1979.
11. Return of Equipment: Section 6(a) of the Lease.

All the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

Representations by the Lessee

Lessee hereby represents and warrants to Lessor, that on the Delivery Date with respect to each Unit of Equipment:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects on and as of such date as though made on and as of such date;

(b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such date;

(c) no Event of Default under the Lease or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default has occurred and is continuing; and

(d) Lessee has obtained, and there are in full force and effect, such insurance policies with respect to such Units of Equipment required to be obtained under the terms of the Lease.

This Lease Supplement has been delivered in the state of Maryland and shall in all respects be governed by, and construed in accordance with, the laws of the state of Maryland, including all matters of construction, validity, and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first set forth above.

LESSOR:

FIRST MARYLAND LEASECORP

By 

As its:

LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By 

As its Senior Vice President-Finance

STATE OF MARYLAND)
) SS.
COUNTY OF)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared Michael T. Gyles, Vice President of First Maryland Leasecorp, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 31st day of December, 1979.

Deborah Anne Watson
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared J. M. Butler, Senior Vice President-Finance of Chicago and North Western Transportation Company, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 27th day of December, 1979.

F. J. Bragg
Notary Public

My Commission Expires May 21, 1982

LEASE OF RIGHT-OF-WAY MAINTENANCE EQUIPMENT

Schedule 2

Stipulated Loss Value Schedule

Table II (10 Year Term)

| <u>Rental Payment Date</u> | <u>Percentage</u> |
|--------------------------------|-------------------|
| September 30, 1979 | 104.2628834 |
| December 30, 1979 | 108.6112533 |
| March 30, 1980 | 109.5687998 |
| June 30, 1980 | 109.2632697 |
| September 30, 1980 | 108.6428882 |
| December 30, 1980 | 107.8657329 |
| March 30, 1981 | 107.1193915 |
| June 30, 1981 | 106.2851968 |
| September 30, 1981 | 105.4876600 |
| December 30, 1981 | 104.6051195 |
| March 30, 1982 | 103.6864043 |
| June 30, 1982 | 102.6657812 |
| September 30, 1982 | 94.4269983 |
| December 30, 1982 | 93.1928520 |
| March 30, 1983 | 91.9306448 |
| June 30, 1983 | 90.6266119 |
| September 30, 1983 | 89.2564598 |
| December 30, 1983 | 87.8083555 |
| March 30, 1984 | 86.1953151 |
| June 30, 1984 | 84.6079208 |
| September 30, 1984 | 75.8013523 |
| December 30, 1984 | 74.0027047 |
| March 30, 1985 | 72.0453997 |
| June 30, 1985 | 70.1814055 |
| September 30, 1985 | 68.2567496 |
| December 30, 1985 | 66.2576189 |
| March 30, 1986 | 63.9631490 |
| June 30, 1986 | 61.8297030 |
| September 30, 1986 | 52.4828302 |
| December 30, 1986 | 50.1475489 |
| March 30, 1987 | 47.5234001 |
| June 30, 1987 | 45.1282299 |
| September 30, 1987 | 42.6783386 |
| December 30, 1987 | 40.1578846 |
| March 30, 1988 | 37.2121710 |
| June 30, 1988 | 34.5633905 |
| September 30, 1988 | 31.8630766 |
| December 30, 1988 | 29.0943733 |

LEASE OF RIGHT-OF-WAY MAINTENANCE EQUIPMENT

Schedule 2

Stipulated Loss Value Schedule

Table II

Page 2

| <u>Rental Payment Date</u> | <u>Percentage</u> |
|---------------------------------------------------------------------------------------------|-------------------|
| March 30, 1989 | 25.8355953 |
| June 30, 1989 | 22.9418981 |
| September 30, 1989 (and for any applicable period, including any storage, thereafter) | 20.0000000 |

SCHEDULE-1
TO LEASE SUPPLEMENT NO. 13

| <u>QTY</u> | <u>DESCRIPTION</u> | <u>BUILDER/VENDOR</u> | <u>I. D. NO.</u> | <u>DELIVERY/ ACCEPTANCE DATE</u> | <u>NEW/ USED</u> | <u>COST PER UNIT</u> | <u>TOTAL COST</u> |
|------------|--------------------|------------------------------------|--------------------|------------------------------------------|----------------------|--------------------------|----------------------------------|
| 2 | Snow Plows | Winters' Railroad Service, Inc. | 17-3276 17-3277 | 12/31/79 | New | \$ 80,000.00 Freight | \$ 160,000.00 <u>1,690.70</u> |
| | | | | | | | \$ 161,690.70 |
| 1 | Unimog | Case Power & Equipment | 17-3282 | 12/31/79 | New | 72,300.00 Freight | \$ 72,300.00 <u>462.00</u> |
| | | | | | | | \$ 72,762.00 |
| | | | | | TOTAL | | <u>\$ 234,452.70</u> |